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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

CASE NO. 2:23-cv-00903

BRYCE MCCALL

Plaintiff,

v.

Experian Information Solutions, Inc.;  
TransUnion, LLC; CoastHills Credit  
Union

Defendants.

COMPLAINT FOR DAMAGES:

1. Violation of Fair Credit Reporting Act
2. Violation of California Consumer Credit Reporting Agencies Act

COMES NOW Plaintiff Bryce McCall (hereinafter “Plaintiff”), an individual, based on information and belief, to allege as follows:

**INTRODUCTION**

1. This case arises under the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b), 15 U.S.C. § 1681e(b), 15 U.S.C. § 1681i(a)(2)(A)), 15 U.S.C. § 1681i(a)(4)), 15 U.S.C. § 1681i(a)(5)(A)), and the California Consumer Credit Reporting Agencies Act, California Civil Code §1785.25(a).

- 1 2. Plaintiff seeks redress for the unlawful and deceptive practices committed  
2 by the Defendants in connection with their inaccurate, misleading, or  
3 incomplete reporting of Plaintiff's vehicle loan with CoastHills Credit  
4 Union (hereinafter "CHCU")
- 5 3. Here, CHCU continues to report inaccurate and incomplete information  
6 regarding Plaintiff's vehicle account.
- 7 4. CHCU's reporting of the account is wholly incomplete and misleading.
- 8 5. Specifically, CHCU continues to inconsistently report the account as  
9 follows:
  - 10 a. TransUnion: Incomplete and inaccurate payment history – fails to  
11 account for all timely payments made by Plaintiff to CHCU;  
12 inaccurate loan balance; and lists the account as associated with a  
13 bankruptcy filing despite the account being reaffirmed.
  - 14 b. Experian: Incomplete and inaccurate payment history – fails to  
15 account for all timely payments made by Plaintiff to CHCU and lists  
16 the accounts as included / discharged in bankruptcy rather than  
17 reaffirmed, open, and current.
- 18 6. CHCU's reporting is inaccurate and incomplete – Plaintiff's account is  
19 open and current and Plaintiff has made timely payments on the account  
20 since it was opened.
- 21 7. Plaintiff's communications with CHCU regarding the inaccurate reporting  
22 of the vehicle account to TransUnion and Experian were largely ignored  
23 despite Plaintiff detailing the issues with CHCU's reporting.
- 24 8. Such reporting is misleading and adversely impacts Plaintiff's credit  
25 worthiness.
- 26 9. Plaintiff's credit reports have been disseminated to third parties.
- 27 10. Plaintiff's credit has also been damaged as a result of the inaccurate and  
28 misleading reporting.

1 11.The United States Congress has found the banking system is dependent  
2 upon fair and accurate credit reporting. Inaccurate credit reports directly  
3 impair the efficiency of the banking system, and unfair credit reporting  
4 methods undermine the public confidence, which is essential to the  
5 continued functioning of the banking system.

6 12.Creditors know that by deviating from recognized credit reporting  
7 standards consumers will have difficulty raising their credit scores and  
8 improving their credit worthiness.

9 **JURISDICTION & VENUE**

10 13.Plaintiff re-alleges and incorporates herein by reference the allegations in  
11 each and every paragraph above, fully set forth herein.

12 14.This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and  
13 15 U.S.C. § 1681

14 15.This venue is proper pursuant to 28 U.S.C. §1391(b)(1).

15 16. Plaintiff resides within the judicial district where this case is filed.

16 17.Defendant TransUnion is a consumer reporting agency that provides  
17 consumer information regarding consumers throughout the United States,  
18 including those located in California.

19 18. Defendant Experian is a consumer protection agency that provides  
20 consumer information regarding consumers throughout the United States,  
21 including those located in California.

22 19.Defendant CHCU provides consumer loans throughout the State of  
23 California and is located in the Central District of California.

24 **GENERAL ALLEGATIONS**

25 20.Plaintiff alleges that each and every Defendant is familiar with credit  
26 reporting industry standards and subscribes thereto.

27 21.Plaintiff alleges that each and every Defendant understands that deviation  
28 from credit reporting industry standards can and often does result in denial

1 of credit, higher interest rates, and prompts those making credit decisions  
2 to draw a more negative inference from the reported data than if the  
3 Defendant reported in accordance with the recognized industry standard.

4 22. Plaintiff alleges that all actions alleged herein by Defendants were done  
5 knowingly, intentionally, and in reckless disregard for credit reporting  
6 industry standards in an attempt to purposefully undermine Plaintiff's  
7 attempt to improve his FICO Score.

8 23. In the alternative Plaintiff alleges that each and every Defendants actions  
9 were the result of reckless policies and procedures that inevitably led to  
10 inaccurate, misleading, or incomplete credit reporting.

11 **FICO, Inc.**

12 24. FICO is a leading analytics software company with its principal  
13 headquarters located in San Jose California. FICO has over 130 patents  
14 related to their analytics and decision management technology, and  
15 regularly uses mathematical algorithms to predict consumer behavior  
16 including credit risk.

17 25. The FICO Score has become the standard measure of consumer credit risk  
18 in the United States and is used in ninety percent of lending decisions.

19 26. A FICO score consists of a three-digit number summarizing a consumer's  
20 credit risk or likelihood to repay a loan. FICO periodically updates its  
21 scoring models resulting in multiple FICO Score versions.

22 27. Base FICO Scores range from 300 to 850, while industry-specific FICO  
23 Scores range from 250-900. A higher FICO Score demonstrates lower  
24 credit risk or less likelihood of default.

25 28. Different lenders use different versions of FICO Scores when evaluating a  
26 consumer's credit worthiness.

27 29. There are 28 FICO Scores that are commonly used by lenders.  
28

1 30. A consumer's FICO Score is calculated based solely on information in  
2 consumer credit reports maintained at credit reporting agencies (CRAs).

3 31. The three largest CRAs are Experian Information Solutions, Inc.; Equifax,  
4 Inc. and Transunion, LLC.

5 32. FICO does not control what information is provided on a consumer's credit  
6 report. Instead, the scoring models or algorithms are based on the premise  
7 that information provided by the CRAs is accurate and complies with  
8 credit reporting industry standards.

9 33. There are five key factors that a FICO Score considers: 1) Payment  
10 History, 2) Amount of Debt, 3) Length of Credit History 4) New Credit  
11 and 5) Credit Mix.

12 34. Each of the five factors is weighted differently by FICO.

13 35. 35% of a consumer's FICO Score relates to payment history, 30% relates  
14 to the amount of debt, 15% relates to the length of credit history, 10%  
15 relates to new credit, and the last 10% relates to a consumer's credit mix or  
16 the different types of debts reported.

17 36. Payment history refers to whether a consumer has paid their bills in the  
18 past, on time, late or missed payments. The more severe, recent, and  
19 frequent the late payment information, the greater the impact on a FICO  
20 Score. Public record items such as bankruptcy, foreclosure, judgments,  
21 and wage garnishments are also considered part of a consumer's payment  
22 history.

23 37. In factoring the severity of delinquent payments, a FICO Score considers  
24 how late the payment continues to be, how much is owed, how recently  
25 this occurred, and how many delinquent accounts exist.

26 38. Once a delinquent account has been remedied the longer the account stays  
27 current the more a consumer's FICO Score should increase.  
28

1 39.FICO Scores are entirely dependent upon information provided by data  
2 furnishers (DFs) to CRAs.

### 3 **e-OSCAR**

4 40.E-OSCAR is the web-based Metro 2 compliant system developed by  
5 Experian Information Solutions, Inc.; Equifax Information Services, LLC;  
6 TransUnion, LLC and Innovis that enables DFs and CRAs to create and  
7 respond to consumer credit disputes.

8 41.When a consumer sends a dispute letter to a CRA, the CRA then sends an  
9 automated credit dispute verification (ACDV) via e-Oscar to the DF.

10 42.The ACDV contains within it Metro 2 codes next to certain data fields  
11 associated with a credit file e.g. "Account Type" "07" (07 in Metro 2 refers  
12 to a Charge Account).

### 13 **Metro 2**

14 43.The Consumer Data Industry Association is an international trade  
15 association representing the consumer credit, mortgage reporting,  
16 employment and tenant screening and collection service industries.

17 44.The credit reporting industry has adopted a standard electronic data  
18 reporting format called the Metro 2 format. The Metro 2 format was  
19 developed by the CDIA in an effort to universally report debts in a particular  
20 manner that is understood to be the most accurate way in which to report a  
21 debt. Specifically, Metro 2 format was designed to allow reporting of the  
22 most accurate and complete information on consumer's credit history.

23 45.The CDIA's Metro 2 format is the credit reporting industry standard for  
24 accurate credit reporting.

25 46.The credit reporting industry at large depends upon Metro 2 and the CDIA's  
26 recommendations for reporting debt accurately.

27 47.The CDIA is *the* expert on accurate credit reporting. In support of his  
28 allegations Plaintiff avers the following:

- a. The CDIA offers a FCRA certificate program for all CRAs.
  - b. The CDIA offers a FCRA awareness program for all CRAs.
  - c. The CDIA offers a FCRA Certificate program for DFs.
  - d. The CDIA offers a FCRA awareness program for DFs.
  - e. The CDIA offers a Metro 2 Learning system to provide detailed instructions on the use of Metro 2 format to ensure understanding of the reporting guidelines for each field of the Metro 2 Format as well as the relationship between multiple fields.
  - f. The CDIA hosts workshops developed and authorized by Equifax, Experian, Innovis, and Transunion.
  - g. The CDIA developed a credit reporting resource guide for accurately reporting credit.
48. The CDIA's Metro 2 is accepted by all CRAs.
49. The credit reporting accepted industry standards for reporting Metro 2 accurately are found in the CDIA's credit reporting resource guide (CRRG).
50. The CRRG outlines the industry standards for most accurately reporting debts using Metro 2.
51. The three main credit bureaus helped draft the CRRG.
52. The CRRG is not readily available to the public. It can be purchased online for \$229.45.
53. Even if a buyer is ready willing and able to pay for the CRRG, the CDIA will NOT grant access to the guide unless the buyer represents an organization included in the Metro 2 Access Policy.
54. When FICO calculates credit scores the algorithms use Metro 2 information based on industry standards established by the CDIA.
55. The algorithms used by FICO in determining a consumer's credit score are premised on the Metro 2 data received comporting with the CDIA's recommendations for accurate credit reporting.

1 56.If the Metro 2 data received by FICO deviates from industry standards an  
2 inaccurate or incorrect FICO Score results. If the resulting FICO Score is  
3 lower a consumer will be considered a higher credit risk resulting in less  
4 favorable lending terms.

5 57.All three major CRAs are members of the CDIA

6 58.The CDIA is on record that they know, understand, and accept mortgages  
7 are generally non-dischargeable under 11 U.S.C. §1328(c)(1) and 11 U.S.C.  
8 § 1322(b)(5).

9 **Plaintiff's Dispute**

10 59. In August of 2022 Plaintiff ordered a credit report from Experian, Equifax,  
11 and TransUnion to ensure proper reporting by Plaintiff's creditors.

12 60. Plaintiff noticed various delinquent and adverse trade lines on his August  
13 2022 credit report. CHCU was not reporting complete information  
14 regarding his vehicle loan – such as incomplete payments in 2022-present  
15 despite Plaintiff having made all his payments to CHCU in a timely  
16 manner.

17 61. In response, Plaintiff disputed the CHCU tradelines with Experian,  
18 Equifax, and TransUnion via certified mail in late October of 2022.

19 62. Plaintiff's dispute letters specifically put the Defendants on notice that the  
20 account should reflect timely payments for every month of the loan and  
21 should not indicate any missing or incomplete payment information.

22 63. Plaintiff's dispute letter specifically stated that the CHCU account should  
23 be open/current as Plaintiff continues to make timely payments to CHCU.

24 64. To support his dispute Plaintiff included his vehicle payment history.

25 65. Plaintiff is informed and believes that each CRA received Plaintiff's  
26 dispute letter and in response sent Plaintiff's dispute to CHCU via an  
27 ACDV through e-OSCAR.  
28



1 66. In December 2022 after the statutory time period had elapsed for Plaintiff  
2 to receive a reinvestigation report from the credit Bureaus, Plaintiff  
3 ordered a second credit report from Experian, Equifax, and TransUnion for  
4 the sole purpose to ensure Plaintiff's accounts with CHCU had in fact been  
5 updated.

6 **Inaccuracy –CHCU**

7 67. Plaintiffs were frustrated to see that Defendant CHCU did not properly  
8 update the account.

9 68. CHCU was still reporting incorrectly reporting the account and payment  
10 history.

11 69. CHCU reported to Experian an incomplete and inaccurate payment history  
12 – specifically notating that no payments were made between March 2021 –  
13 December 2022.

14 70. CHCU reported to Experian that the account was included and discharged  
15 in bankruptcy rather than reaffirmed.

16 71. CHCU reported to TransUnion an incomplete and inaccurate payment  
17 history – specifically notating that no payments were made between March  
18 2022 – December 2022.

19 72. CHCU's TransUnion tradeline also listed a reference to a chapter 7 filing  
20 and did not include a correct/accurate outstanding balance on the vehicle  
21 loan.

22 73. CHCU's reporting is entirely incomplete, misleading and technically  
23 inaccurate.

24 74. The reporting is incomplete because the report lacks any updates on the  
25 account or an accurate payment history of the loan.

26 75. Moreover, CHCU has entirely failed to report Plaintiff's consistent on time  
27 vehicle payments.  
28

1 76. Such reporting remains wholly incomplete and would lead lenders to  
2 question whether or not Plaintiff has made vehicle payments consistently.  
3 Thus, such reporting makes Plaintiff appear less credit worthy.  
4

5 **Willfulness**

6 77. This was not a negligent act by Defendant CHCU but instead an  
7 intentional act to purposefully undermine Plaintiff's ability to effectively  
8 restore his credit.

9 78. CHCU's reporting makes Plaintiff appear less credit worthy because the  
10 lack of any update on the account makes it appear that Plaintiff is  
11 delinquent in making his vehicle payments.

12 79. CHCU knows that its reporting must be accurate and complete.

13 80. CHCU, with knowledge of Plaintiff dispute, chose not to update Plaintiff's  
14 credit report and account payment history.

15 81. Plaintiff also contacted CHCU directly to address the concerns about the  
16 inaccurate and incomplete credit reporting; CHCU acknowledged  
17 Plaintiff's concerns but did nothing to correct the reporting or otherwise  
18 attempt to transmit accurate or complete account data.

19 82. Such a scheme directly undermines the integrity of the credit reporting  
20 system at large.

21 **Damages**

22 83. As a result of the incorrect reporting, Plaintiff has suffered economic loss,  
23 diminished credit, and emotional harm.

24 84. CHCU's inaccurate reporting has been transmitted to third parties and  
25 negatively impacted Plaintiff's ability to obtain and rebuild his credit.

26 85. CHCU's reporting has diminished Plaintiff's credit score.

27 86. The actions of Experian, TransUnion, and CHCU as alleged herein are acts  
28 in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b).

**FIRST CAUSE OF ACTION**

(Violation of Fair Credit Reporting Act 15 U.S.C. § 1681e(b))  
Against Defendants Experian, Equifax, and TransUnion)

**Experian Information Solutions, Inc., TransUnion, LLC – Failure to Assure Credit Reporting Accuracy.**

87. Plaintiff realleges and incorporates herein the allegation in each and every paragraph above as though fully set forth herein.
88. Experian and TransUnion violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's credit reports and credit files it published and maintained concerning Plaintiff.
89. Had Experian and TransUnion maintained reasonable procedures to assure maximum accuracy Experian and TransUnion would never have allowed Defendant CHCU to report the account as described herein.
90. Even assuming the CRAs are not sophisticated enough to address this obvious contradiction, Plaintiff disputed the account and the CRAs still did not fix the issue.
91. Plaintiffs informed Experian and TransUnion that the information reported by CHCU was incorrect because Plaintiff provided verification that CHCU account was open and timely payments were made.
92. Instead, the account remains unchanged.
93. As a result of Experian and TransUnion's violation of 15 U.S.C. § 1681e(b), Plaintiff suffered actual damages, including but not limited to: diminished credit, damage to reputation, embarrassment, humiliation, and other mental and emotional distress.

**Willfulness**

94. The violations described herein by Experian and TransUnion were willful, specifically the Credit Bureaus have intentionally and purposefully set up a system where inaccuracies are not only probable but inevitable.

1 95. In 2012 the FTC reported that 1 in 5 consumer credit reports contains a  
2 material error.

3 96. Such a finding should shock the conscience.

4 97. When those errors are disputed Experian and TransUnion intentionally send  
5 consumer disputes to employees who do not live within the continental  
6 United States.

7 98. This is intentionally done to hide and or subvert a consumer's ability to  
8 confront individual directly responsible for approving accurate reporting.

9 99. Such a policy also inevitably leads to disputes going unresolved as these  
10 employees for Defendants Experian and TransUnion receive little to no  
11 training concerning how to accurately report consumer debt.

12 100. Instead, these employees are simply instructed to parrot whatever  
13 information a data furnisher provides regardless of whether or not that  
14 information is accurate. *See Saez v. Trans Union, LLC*, 621 F. Supp. 2d  
15 1074, 1083, 1088 (D.Or. 2007); *Grigoryan v. Experian Info. Sols., Inc.*, 84  
16 F. Supp. 3d 1044, 1091 (C.D. Cal. 2014); *Haykuhi Avetisyan v. Experian*  
17 *Info Sols.*, No. CV 14-05276-AB (ASX)

18 101. Experian and TransUnion employees are regularly expected to review and  
19 approve over 90 disputes per day rendering less than five minutes to review,  
20 investigate, and respond to each dispute received.

21 102. Experian and TransUnion have intentionally setup this system in order to  
22 undermine, hide, and otherwise frustrate consumers' ability to properly  
23 dispute and correct credit reports.

24 103. Experian and TransUnion also allowed CHCU to report the account with  
25 inaccurate information despite specifically being told in the dispute letter  
26 why the information CHCU was reporting was incorrect.

27 104. Experian and TransUnion are members of the consumer data industry  
28 association

1 105. Despite the CRAs having actual knowledge of Plaintiff's bankruptcy, CHCU  
2 reporting the account included in an ongoing bankruptcy, and the bankruptcy  
3 actually being closed, Experian and TransUnion continue to allow CHCU to  
4 report the account included and discharged in bankruptcy.

5 106. Consequently, Defendants Experian and TransUnion are liable for punitive  
6 damages in an amount to be determines by the Court pursuant to 15 U.S.C. §  
7 1681n.

8 107. In the alternative, Experian and TransUnion were at least negligent, which  
9 entitles Plaintiff to recovery under 15 U.S.C. § 1681o.

10 108. Plaintiff is entitled to recover actual damages, statutory damages, costs and  
11 attorney's fees from Experian and TransUnion in an amount to be  
12 determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

13  
14 **SECOND CAUSE OF ACTION**

15 (Violation of Fair Credit Reporting Act 15 U.S.C. § 1681s-2(b))  
16 Against All Defendants)

17 **CHCU – Failure to Reinvestigate.**

18 109. Plaintiff realleges and incorporates herein the allegation in each and every  
19 paragraph above as though fully set forth herein.

20 110. 15 USC 1681s-2(b) and 15 USC 1681i-(a)1 prohibits furnishers from  
21 providing any information relating to a consumer to any consumer reporting  
22 agency if the person knows or has reasonable cause to believe that the  
23 information is inaccurate or misleading and requires a furnisher to update  
24 and or correct inaccurate information after being notified by a consumer  
reporting agency of a dispute by a consumer.

25 111. Defendants CHCU violated section 1681s-2(b) by failing to conduct a  
26 reasonable investigation and re-reporting misleading and inaccurate account  
27 information.  
28

1 112. The CRAs provided notice to CHCU that Plaintiff was disputing the  
2 inaccurate and misleading information, but CHCU failed to conduct a  
3 reasonable investigation of the information as required by the FCRA.

4 113. Based on Plaintiff's dispute, CHCU should have known that its reporting  
5 was incomplete as Plaintiff's dispute letters highlighted the problems with  
6 the tradeline and related payment history.

7 114. The most basic investigation would simply involve reading Plaintiff's  
8 dispute letters.

9 115. Plaintiff alleges CHCU did not review well established industry standards  
10 for credit reporting.

11 116. If CHCU had reviewed such standards, CHCU would have seen its reporting  
12 was not in compliance and in accordance with the CRRG and consequently  
13 inaccurate and or incomplete.

14 117. Moreover, had CHCU done any investigation whatsoever it would have  
15 uncovered that its reporting showed an active and discharged bankruptcy  
16 when in fact Plaintiff was not actually in bankruptcy at all and the account as  
17 still open / current rather than closed.

18 118. The lack of investigation is unreasonable.

19 119. Plaintiff further alleges that CHCU has not properly trained those directly  
20 investigating disputes on Metro 2 generally or credit reporting industry  
21 standards and as such have developed reckless policies and procedures.

22 **Experian and TransUnion – Failure to Reinvestigate Disputed**  
23 **Information.**

24 120. Plaintiff re-alleges and incorporates herein the allegations in each and  
25 every paragraph above as though fully set forth herein.

26 121. After Plaintiff disputed the account mentioned above, Experian and  
27 TransUnion were required to conduct a reasonable investigation and to  
28 delete any information that was not accurate under 15 USC 1681i-(a)1.

1 122. Experian and TransUnion failed to conduct a reasonable investigation  
2 and failed to correct the misleading and or inaccurate statements on the  
3 account within the statutory time frame or at all.

4 123. Experian and TransUnion could not have possibly done any type of  
5 reasonable investigation into this matter as Plaintiff explicitly explained  
6 that the CHCU account history was inaccurate and provided payment  
7 verification to support his assertions.

8 124. Plaintiff alleges that Experian and TransUnion have its own independent  
9 duty to conduct a reasonable investigation 15 USC 1681i-(a)1.

10 125. Experian and TransUnion are not passive entities bound to report  
11 whatever information a DF provides.

12 126. Given the aforementioned, Plaintiff allege that Experian and TransUnion  
13 can and do suppress inaccurate information from being reported when  
14 DFs provide inaccurate information.

15 127. Experian and TransUnion can and do instruct DFs on how to properly  
16 report certain accounts from time to time upon request from the DF.

17 128. Experian and TransUnion failed to conduct a reasonable investigation  
18 because any basic investigation would have included a review of  
19 Plaintiff's dispute letters.

20 129. Experian and TransUnion therefore did not do the most basic  
21 investigation regarding credit reporting industry standards otherwise the  
22 aforementioned would have been uncovered.

23 130. Experian and TransUnion intentionally, willfully or with reckless  
24 disregard for Plaintiff's accuracy did no investigation whatsoever given  
25 that Experian and TransUnion's general policy is to simply parrot  
26 whatever information a data furnisher sends.  
27  
28

1 131. Such policies and procedures inherently lead to inaccurate information  
2 being reported and therefore such an investigation is wholly  
3 unreasonably and reckless i.e. willful.  
4

5 **THIRD CAUSE OF ACTION**

6 (Violation of Fair Credit Reporting Act 15 U.S.C. § 1681i(a)(4))  
7 Against Defendants Experian and TransUnion)

8 **Experian and TransUnion – Failure to Review and Consider All  
9 Relevant Information.**

10 132. Plaintiff realleges and incorporates herein the allegation in each and every  
11 paragraph above as though fully set forth herein.

12 133. Experian and TransUnion violated 15 U.S.C. § 1681i(a)(4) by failing to  
13 review and consider all relevant information submitted by Plaintiff.

14 134. As a result of Experian and TransUnion’s violation of 15 U.S.C. §  
15 1681i(a)(4), Plaintiff suffered actual damages, including but not limited to,  
16 damage to reputation, embarrassment, humiliation, and other mental and  
17 emotional distress.

18 135. The violations by Experian and TransUnion were willful, rendering each of  
19 the Defendants individually liable for punitive damages in an amount to be  
20 determined by the Court pursuant to 15 U.S.C. § 1681n.

21 136. In the alternative Experian and TransUnion were negligent, which entitle  
22 Plaintiff to recovery under 15 U.S.C. § 1681o.

23 137. Plaintiff is entitled to recover actual damages, statutory damages, costs and  
24 attorney’s fees from Experian and TransUnion in an amount to be  
25 determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

26 **FOURTH CAUSE OF ACTION**

27 (Violation of Fair Credit Reporting Act 15 U.S.C. § 1681i(a)(5)(A))  
28 Against Defendants Experian and TransUnion)

**Experian and TransUnion – Failure to Delete Disputed and Inaccurate  
Information.**



1  
2 138. Plaintiff re-alleges and incorporates herein the allegation in each and every  
3 paragraph above as though fully set forth herein.

4 139. Experian and TransUnion violated 15 U.S.C. § 1681i(a)(5)(A) by failing to  
5 promptly delete the disputed inaccurate items of information from Plaintiff's  
6 credit file or modify the item of information upon a lawful reinvestigation.

7 140. As a result of Experian and TransUnion's violation of 15 U.S.C. §  
8 1681i(a)(5)(A), Plaintiff suffered actual damages, including but not limited  
9 to, damage to reputation, embarrassment, humiliation, and other mental and  
10 emotional distress.

11 141. The violations by Experian and TransUnion were willful, rendering each of  
12 the Defendants individually liable for punitive damages in an amount to be  
13 determined by the Court pursuant to 15 U.S.C. § 1681n.

14 142. In the alternative, Experian and TransUnion were negligent, which entitle  
15 Plaintiff to recovery under 15 U.S.C. § 1681o.

16 143. Plaintiff are entitled to recover actual damages, statutory damages, costs and  
17 attorney's fees from Experian and TransUnion in an amount to be  
18 determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

19 **FIFTH CAUSE OF ACTION**

20 (Violation of California Consumer Credit Reporting Agencies Act  
21 California Civil Code § 1785.25(a) Against Defendant CHCU)

22 **CHCU – Reporting Inaccurate Information to CRAs.**

23 144. Plaintiff realleges and incorporates herein the allegation in each and every  
24 paragraph above as though fully set forth herein.

25 145. In the regular course of its business operations, CHCU routinely furnishes  
26 information to credit reporting agencies pertaining to transactions between  
27 Defendants and Defendant's consumers, so as to provide information to a  
28 consumer's credit worthiness, credit standing and credit capacity.

1 146. CHCU intentionally and knowingly reported misleading and inaccurate  
2 account information to the CRAs that did not follow with well-established  
3 industry standards.

4 147. Plaintiff alleges that CHCU re-reported the information contained herein in  
5 violation of California Civil Code § 1785.25(a).

6 148. Plaintiff also alleges that CHCU all had reason to know that the  
7 information reported on Plaintiff's account was misleading, inaccurate, and  
8 incomplete.

9 149. Plaintiff alleges that CHCU all had reason to know that by not complying  
10 with well-established industry standards lenders will draw a more negative  
11 inference with respect to Plaintiff's credit worthiness.

12 150. Plaintiff alleges that the dispute letters from all three credit reporting  
13 agencies, the consumer data industry resource guide, and results of its  
14 investigation should have provided notice to CHCU of its misleading and  
15 inaccurate reporting.

16 151. CHCU failed to notify Experian, TransUnion, and Equifax that the  
17 information Defendants CHCU re-reported was inaccurate before the end  
18 of 30 business days, in violation of California Civil Code § 1785.25(a).

19 152. CHCU's communications of false information, and repeated failures to  
20 investigate, and correct its inaccurate information and erroneous reporting  
21 were done knowingly, intentionally, and in reckless disregard for their  
22 duties and Plaintiff's rights.

23 153. CHCU's inaccurate and misleading transmissions of data continued  
24 monthly between March 2022 – present, which account for at least 11  
25 knowing violations of Cal. Civ. Code § 1785.25(a).

26 154. CHCU had actual knowledge of the following:

- 27 a. The terms of the reaffirmation agreement  
28 b. Plaintiff's timely monthly payments

1 c. That the account was open

2 d. That Plaintiff contacted CHCU about the reporting

3 155. Yet despite the above knowledge CHCU did nothing to correct the  
4 inaccurate data that was transmitted to the CRAs.

5 156. As a direct and proximate result of CHCU's willful and untrue  
6 communications, Plaintiff has suffered actual damages including but not  
7 limited to reviewing credit reports from all three consumer reporting  
8 agencies, time reviewing reports with counsel, sending demand letters,  
9 diminished credit score, denial of credit, and such further expenses in an  
10 amount to be determined at trial.

11 Wherefore, Plaintiff prays for judgment as hereinafter set forth.

12 **DEMAND FOR JURY TRIAL**

13 Pursuant to Federal Rules of Civil Procedure 38, Plaintiff hereby demands a  
14 trial by jury for all issues triable by jury.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment as follows:

- 17 1. For preliminary and permanent injunctive relief to stop Defendants  
18 from engaging in the conduct described above;
- 19 2. Award statutory and actual damages pursuant to 15 U.S.C. § 1681n  
20 and California Civil Code § 1785.31;
- 21 3. Award punitive damages in order to deter further unlawful conduct  
22 pursuant to 15 U.S.C. § 1681n; and California Civil Code § 1785.31
- 23 4. Award attorney's fees and costs of suit incurred herein pursuant to  
24 15 U.S.C. § 1681n & o; California Civil Code § 1785.31;
- 25 5. For determination by the Court that Creditor's policies and practices  
26 are unlawful and in willful violation of 15 U.S.C. § 1681n, et seq.;  
27 and
- 28 6. For determination by the Court that Creditor's policies and practices

are unlawful and in negligent violation of 15 U.S.C. § 1681o.

**Gale, Angelo, Johnson, & Pruett, P.C.**

Dated: February 7, 2023

/s/ Joe Angelo

Joe Angelo

Attorneys for Plaintiff